



RFQ No. DACW67-03-Q-0134

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: 60kw Trailer Mounted Diesel Power Generator**

**Location: Libby Dam, Montana**

**SUPPLY SOLICITATION AND SPECIFICATIONS**

**Closing Date: 2 September 2003**

**Closing Time: 10:00 AM LOCAL TIME PST**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Patricia Ortiz, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Patricia Ortiz, P.O. Box 3755, Seattle, WA 98124-3755.**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-3216-8795		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-03-Q-0134	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA A ORTIZ				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3516	
9. ISSUED BY  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755  TEL: 206-764-3772 FAX: 206-764-6817		CODE DACA67		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 3621 SIZE STANDARD:1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
15. DELIVER TO ADMINISTRATIVE SECTION(LI) 17155 HIGHWAY #37 LIBBY MT 59923-9703 TEL: FAX:		CODE G3R0LA0		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED			
				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	60KW TRAILER MOUNTED DIESEL POWER GENERATORIN ACCORDANCE WITH THE SPECIFICATIONS. CONTRACTOR IS REQUIRED TO SUBMIT THEIR SPECS SHEET. PURCHASE REQUEST NUMBER: W68MD9-3216-8795	1	Each	_____	_____
			NET AMT		_____

FOB: Destination

**INSTRUCTIONS**

1. Representation and Certification contained herein must be completed and submitted with offer.

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: 60KW Trailer Mounted Diesel Generator

LOCATION: Libby Dam, MT

REQUEST FOR QUOTATIONS NO. DACW67-03-Q-0134

CLOSING DATE AND TIME: 2 September 2003, 10:00 AM LOCAL TIME

AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED

3. PROSPECTIVE OFFERORS: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulation Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996 as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

The WEB Site may be accessed at <http://www.ccr.gov>. You may call 1-888-227-2423 to obtain a Registration Packet or to Register on Line at WWW.ACQ.OSD.MIL/EC.

4. FACNET and NON-FACNET responses will be accepted. Responses may be faxed until the time and date set for closing. Attention by Faxes to Patricia Ortiz, (206) 764-6817.

Patricia A. Ortiz, Purchasing Agent

E-MAIL ADDRESS: [Patricia.A.Ortiz@nws02.usace.army.mil](mailto:Patricia.A.Ortiz@nws02.usace.army.mil)

TELEPHONE: (206) 764-3516

5. **This Request for Quotations (RFQ) is considered for Small Business Set-Aside Only**

6. *Award shall be made to the Responsive and Responsible Offeror with the Lowest Total Offer.*

7. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99Jun01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are 1) Foreign Vendors; 2) Government Agencies; and 3) One-time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page, [www.fc.usace.army.mil](http://www.fc.usace.army.mil). The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

8. Please provide the following information:

Federal Tax ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_  
Remit to Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
e-mail address if available: \_\_\_\_\_

Is VISA accepted as a method of payment? Yes/No

#### ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time.

For any questions please contact the Contract Specialist assigned to your project or check our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil) for up-to-date information.

SPECS

## MOBILE AUXILIARY POWER GENERATOR

## Part 1. GENERAL

## Scope

The work consists of furnishing a trailer mounted electric generating set. The set shall be a factory assembled 60 KW, 480 volt, 3 phase generator set with digital electronic controls installed on a trailer with an integral 75 gallon fuel tank and DOT light package, electric brakes and trailer mounted cable storage box.

Provide factory test, startup by a supplier authorized by the manufacturer, with delivery to Libby Dam.

The generator set manufacturer shall warrant all equipment provided under this section so that there is one source for warranty and product service. Technicians specifically trained and certified by the manufacturer to support the product and employed by the generator set supplier shall service the generator set.

## Codes and Standards

The generator set and its installation and on-site testing shall conform to the requirements of the following codes and standards:

IEC8528 part 4. Control Systems for Generator Sets

IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications

IEEE587 for voltage surge resistance.

NEMA ICS10-1993 – AC Generator sets.

NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.

NFPA110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit, component level type tests will not substitute for this requirement.

UL508. The entire control system of the generator set shall be UL508 listed and labeled.

## Part 2. PRODUCTS

#### Generator set

##### Ratings

The generator set shall operate at 1800 rpm and at a voltage of: 480 Volts AC, Three phase, Four-wire, 60 hertz.

The generator set shall be rated at 60 kW; 75 kVA at 0.8 PF, Standby rating.

The generator set rating shall be based on emergency/standby service.

##### Performance

Voltage regulation shall be plus or minus 0.5 percent for any constant load between no load and rated load for both parallel and non-parallel applications. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent.

Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%.

The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.

The alternator shall produce a clean AC voltage waveform, with not more than 5% total harmonic distortion at full linear load, when measured from line to neutral, and with not more than 3% in any single harmonic.

##### Construction

The engine-generator set shall be mounted on a heavy-duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails sized properly to carry the manufacturers recommended battery.

All switches, lamps, and meters in the control system shall be oil-tight and dust-tight, and the enclosure door shall be gasketed. There shall be no exposed points in the control (with the door open) that operate in excess of 50 volts.

##### Circuit Breaker and Power Connections

The generator shall be equipped with a properly sized main breaker. Load connections shall be made at the breaker with mechanical connections.

##### Engine and Engine Equipment

The engine shall be diesel, 4 cycle, radiator and liquid/fan cooled. The horsepower rating of the engine at its

minimum tolerance level shall be sufficient to drive the alternator and all connected accessories. Engine accessories and features shall include:

An electronic governor system shall provide automatic isochronous frequency regulation. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate and excitation as appropriate to the state of the generator set.

Electric starter capable of three complete cranking cycles without overheating.

Positive displacement, mechanical, full pressure, lubrication oil pump.

Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.

An engine driven, mechanical, positive displacement fuel pump. Fuel filter with replaceable spin-on canister element.

Replaceable dry element air cleaner with restriction indicator.

Flexible supply and return fuel lines.

Engine mounted battery charging alternator, 40-ampere minimum, and solid-state voltage regulator.

Engine mounted coolant heater

Provide vibration isolators, spring/pad type, quantity as recommended by the generator set manufacturer.

Batteries shall be calcium/lead antimony type sized as recommended by the engine manufacturer, complete with battery cables and connectors.

Provide exhaust silencer of size and type as recommended by the generator set manufacturer and approved by the engine manufacturer. Exhaust system shall be installed according to the engine manufacturer's recommendations and applicable codes and standards.

#### AC Generator

The AC generator shall be; synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, single prelubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc. All insulation system components shall meet NEMA MG1 temperature limits for Class H insulation system.

The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage not more than 5 percent above or below rated voltage.

A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single phase or three phase fault at approximately 300% of rated current for not more than 10 seconds.

The subtransient reactance of the alternator shall not exceed 12 percent, based on the standby rating of the generator set.

#### Generator set Control.

The generator set shall be provided with a microprocessor-based control system that is designed to



provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set. The control shall be mounted on the generator set. The control shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration conditions encountered. The generator set mounted control shall include the following features and functions:

#### Control Switches

**Mode Select Switch.** The mode select switch shall initiate the following control modes. When in the RUN or Manual position the generator set shall start, and accelerate to rated speed and voltage as directed by the operator. In the OFF position the generator set shall immediately stop, bypassing all time delays.

**EMERGENCY STOP switch.** Switch shall be Red "mushroom-head" push-button. Depressing the emergency stop switch shall cause the generator set to immediately shut down, and be locked out from automatic restarting.

**RESET switch.** The RESET switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.

**PANEL LAMP switch.** Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off 10 minutes after the switch is depressed, or after the switch is depressed a second time.

**Generator Set AC Output Metering.** The generator set shall be provided with a metering set including the following features and functions:

**Analog voltmeter, ammeter, frequency meter, and kilowatt (KW) meter.** Voltmeter and ammeter shall display all three phases.

- b) Digital metering set, 0.5% accuracy, to indicate generator RMS voltage and current, frequency, output current, output KW, KW-hours, and power factor. Generator output voltage shall be available in line-to-line and line-to-neutral voltages, and shall display all three phase voltages (line to neutral or line to line) simultaneously.

#### Generator Set Alarm and Status Display.

The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status, and existing warning and shutdown conditions. The lamps shall be high-intensity LED type. The lamp condition shall be clearly apparent under bright room lighting conditions. The generator set control shall indicate the existence of the following alarm and shutdown conditions on an alphanumeric digital display panel:

1. low oil pressure (alarm)
2. low oil pressure (shutdown)
3. oil pressure sender failure (alarm)
4. low coolant temperature (alarm)

5. high coolant temperature (alarm)
6. high coolant temperature (shutdown)
7. engine temperature sender failure (alarm)
8. low coolant level (alarm or shutdown--selectable)
9. fail to crank (shutdown)
10. fail to start/overcrank (shutdown)
11. overspeed (shutdown)
12. low DC voltage (alarm)
13. high DC voltage (alarm)
14. weak battery (alarm)
15. low fuel-daytank (alarm)
16. high AC voltage (shutdown)
17. low AC voltage (shutdown)
18. under frequency (shutdown)
19. over current (warning)
20. over current (shutdown)
21. short circuit (shutdown)
22. over load (alarm)
23. emergency stop (shutdown)

#### Engine Status Monitoring.

The following information shall be available from a digital status panel on the generator set control :

1. engine oil pressure (psi or kPA)
2. engine coolant temperature (degrees F or C)
3. engine oil temperature (degrees F or C)
4. engine speed (rpm)
5. number of hours of operation (hours)
6. number of start attempts
7. battery voltage (DC volts)

#### Alternator Control Functions:

The generator set shall include an automatic digital voltage regulation system that is matched and prototype tested by the engine manufacturer with the governing system provided. The voltage regulation system shall be equipped with three-phase RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a torque-matching characteristic, which shall reduce output voltage in proportion to frequency below a threshold of [58-59] HZ.

Controls shall be provided to monitor the output current of the generator set and initiate an alarm (over current warning) when load current exceeds 110% of the rated current of the generator set on any phase for more than 60 seconds. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (over current shutdown). The

protective functions provided shall be in compliance to the requirements of NFPA70 article 445

Controls shall be provided to individually monitor all three phases of the output current for short circuit conditions. The control/protection system shall monitor the current level and voltage. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (short circuit shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.

Controls shall be provided to monitor the KW load on the generator set, and initiate an alarm condition (over load) when total load on the generator set exceeds the generator set rating for in excess of 5 seconds.

An AC over/under voltage monitoring system that responds only to true RMS voltage conditions shall be provided. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% of the operator-set voltage level for more than 10 seconds, or with no intentional delay when voltage exceeds 130%. Under voltage shutdown shall occur when the output voltage of the alternator is less than 85% for more than 10 seconds.

#### Outdoor Weather-Protective Enclosure

Generator set housing shall be provided factory-assembled to generator set base and radiator cowling. Housing shall provide ample airflow for generator set operation at rated load in the ambient conditions previously specified. The housing shall have hinged side-access doors and control door. All doors shall be lockable. All sheetmetal shall be primed for corrosion protection and finish painted with the manufacturers standard color using a two step electrocoating paint process, or equal. All surfaces of all metal parts shall be primed and painted.

Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. Fasteners used shall be corrosion resistant, and designed to minimize marring of the painted surface when removed for normal installation or service work.

#### Trailer & Outdoor Weather-Protective Enclosure.

##### General

The trailer assembly shall be furnished with a data plate showing the product/model number, serial number, axle and wheel rating, maximum speed and date of manufacture. The engine generator unit shall be provided with integral vibration isolators, with the engine and alternator isolated from the main support frame. The trailer shall display a high standard of workmanship in accordance with industry standards. It shall withstand all normal road shock and vibration without damage to welded or bolted connections. All

the materials used in the manufacture of the trailer shall be new. The straightening or bending of material shall be done so as not to cause injury or fatigue to the metal. Burned surfaces of flame cut material shall be ground smooth. External and other surfaces exposed to operating or maintenance personnel shall be smooth and edges shall be rounded or beveled. The surfaces of parts to be welded shall be free of rust, scale, paint, grease, and other foreign matter. Spot, tack or intermittent welds shall not be permitted. Fillet welds shall be provided as necessary to reduce stress concentrations. All welds joining the side members, cross members, and towing tongue shall be full length and penetration of the intersection.

#### Trailer Frame & Running Gear

The trailer shall be of the reinforced-angle box frame type. The chassis frame shall be manufactured of channel on all sides and shall have reinforcement. The tongue shall be an extension of the side members, V-notched, bent, and the V's welded closed after forming.

#### Axles & Suspension

Shall be provided with heavy duty axles.

Straight or drop axles shall be provided on the trailer. They shall have adequate overhang capacity. (Wagon-type axles not acceptable). To keep road-transmitted shock and vibration to a minimum, the axles shall be suspended from the trailer frame by leaf-type springs.

**Wheels, Hubs and Tires.** The 15-inch wheels supplied shall be drop center and the hubs shall be five bolts, anti-friction bearings. The tires shall be of suitable size, 6-ply rating, and load range for safe operation at 55 mph.

**Fenders:** Two fenders shall be provided and tops covered with anti-skid materials.

**Color and Painting.** The color shall be that preferred by the engine-generator manufacturer with Engineer approval. Painting shall consist of one coat at 350 square feet per gallon. Coat Koppers a Pug Primer or Tnemec 77 Chem-Prime, or equal. Plus two coats at 500 square feet per gallon per coat with 1.4 dry mil per coat Kopper Rustarmor 500 (alkyd) or Tnemec 2 Series Theme-Gloss (alkyd), or equal.

#### Towing & Safety Requirements

**Mounting Hitch** shall be a 2 5/16-inch ball.

**Adjustable Jack Stand.** The adjustable jack stand with sand shoe provided with the trailer shall have a hand-operated crank to raise or lower the front end into position for hookup to the towing vehicle.

**Safety Chains.** Two safety chains of normal 1/2-inch high test steel with a proof test capability of 13,700 pounds shall be provided. The chains shall be provided with slip hooks and safety latches.

**Brakes.** Trailer shall be supplied with a hydraulic surge brake.

**Breakaway Switch:** In the event the trailer should breakaway from the towing vehicle, a breakaway switch shall activate the trailer brakes to bring it to a stop. Power to this switch is activated by the rearward movement of the trailer by means of a wire cable attached to the switch and to the towing vehicle.

#### Lights, Reflectors, and Wiring:

A six pin male plug connector shall be provided for connection to the towing vehicle electrical system. This plug shall be located on the tongue of the trailer. Confirm exact size with owner before delivery of trailer.

The following lights and reflectors shall be provided on the trailer. Two combination stop, running and turn signal red lights, one on the left and one on the right rear end of the trailer. Two amber and two red clearance lights. The amber lights shall be mounted on the front, left and right sides of the trailer. Two red reflectors on the rear of the trailer. A license plate light and bracket.

#### Tracking and Turning Ability.

The trailer shall be capable of being towed at 55 miles per hour over dry, smooth, improved and paved roads and over unimproved roads and open fields at 5 miles per hour without damage to the trailer or equipment mounting thereon. The trailer shall follow, without deviating more than 3 inches to either side (dampened oscillation), the path of the towing vehicle moving in a straight line over a dry, smooth, level, paved road.

When coupled to a towing vehicle operating in its minimum turning circle, the trailer shall follow without cramping or side slipping. The trailer shall be capable of assuming an angle of 45 degrees to the towing vehicle without damage to either or interference between vehicles.

#### Payload and Weight Distribution

The weight shall be distributed as evenly as possible to all wheels. An overhung

moment which causes a maximum load of 400 pounds on the towing hitch, when the trailer is fully equipped and the fuel tank is full, shall be a design feature of the trailer.

**Marking:** The gross vehicle weight (GVW) shall be marked on each side of the trailer near the front in a clean and discernable manner. The tire pressure shall be marked on the side members near the wheels.

#### Fuel, Servicing and Adjusting

Fuel tank as previously specified shall be integral with the trailer. Fill line shall have a lockable manual fill cap and vent. The fuel inlet fill connection on the trailer shall be identified, and shall be provided with a lockable cap.

The base frame and housing shall provide wide openings to permit quick and clean drainage of both engine oil and coolant, and shall allow unobstructed access to all lubrication points. Points to be lubricated, frequency of lubrication and type of lubricant shall be defined in the O&M manuals.

#### Canopy/Sound Attenuating Housing

- a) Provide a weatherproof sound attenuating housing, which allows the generator set to operate at full load in the ambient conditions previously specified with no performance loss or derating. Exhaust silencer shall be mounted inside of the enclosure. Sound attenuating housing shall have acoustic data less than 67 dBA operating at full output, measured at 7 meters from center of generator set. Super critical grade silencer shall be provided. The exhaust shall include a raincap and rainshield.

### Part 3. OTHER REQUIREMENTS

**Submittals.** Within 10 days after award of contract, provide three (3) sets of the following information for review:

1. Manufacturer's product literature and performance data, sufficient to verify compliance to specification requirements.
2. Manufacturer's published warranty documents.
3. Manufacturer's operation instructions.

#### Warranty

The generator set and associated equipment shall be warranted for a period of not less than 5 years from the date of commissioning against defects in materials and workmanship.

The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
252.204-7004	Required Central Contractor Registration	NOV 2001

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);



\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

## (2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

## NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

## Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

## Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country,

or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

XX (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

\_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I (MAY 2002) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2002) of 52.225-3.

\_\_\_ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).



\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)